

SUPPLEMENTAL AGREEMENT

dated as of March 1, 1974

To

6640-a
RECORDATION NO. _____

MAR 28 1974 -9 25 AM

CONDITIONAL SALE AGREEMENT INTERSTATE COMMERCE COMMISSION

dated as of June 1, 1972

Between

UNITED VIRGINIA BANK

Assignee

and

SEABOARD COAST LINE RAILROAD COMPANY

THIS SUPPLEMENTAL AGREEMENT, dated as of March 1, 1974, between UNITED VIRGINIA BANK (hereinafter sometimes called "Assignee"), party of the first part, and SEABOARD COAST LINE RAILROAD COMPANY, a corporation of the State of Virginia (hereinafter sometimes called "Railroad"), party of the second part.

W I T N E S S E T H:

WHEREAS, under a Conditional Sale Agreement dated as of June 1, 1972, by and between THE ATLANTIC LAND AND IMPROVEMENT COMPANY, a corporation of Virginia (therein called Builder and sometimes herein called "Vendor") and SEABOARD COAST LINE RAILROAD COMPANY (therein called Buyer or Vendee and sometimes herein called "Vendee"), the Vendor agreed to construct, sell and deliver to Vendee and Vendee agreed to buy from Vendor and to accept delivery of four hundred (400) gondola cars (hereinafter called "Equipment").

WHEREAS, the Vendor by an Agreement and Assignment dated June 1, 1972, sold, assigned, transferred and set over to the Assignee, its successors and assigns, all right, title and interest of the Vendor in and under said Conditional Sale Agreement upon the terms and provisions as provided therein.

WHEREAS, the parties hereto desire to amend and to supplement the Conditional Sale Agreement with respect to marking and replacement of equipment.

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE ONE

Pursuant to Article 8 of the Conditional Sale Agreement, the following new standard-gauge rolling stock is hereby substituted to replace cars having been worn out, lost, destroyed or irreparably damaged:

<u>Replacement Car</u>	<u>Replacement Car Road Number</u>	<u>Road Number Car Destroyed</u>
1 new 100-ton wet rock triple hopper car	SCL 155385	SCL 132777

The replacement car will be marked on both sides thereof "United Virginia Bank, Agent-Security Owner."

ARTICLE TWO

Except as heretofore and hereby expressly amended, the Conditional Sale Agreement is in all respects ratified and confirmed, and all the terms and conditions thereof shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Assignee and Railroad have caused this instrument to be executed in their respective names by their respective

officers thereunto duly authorized, and their respective corporate seals
to be affixed, duly attested, as of the day, month and year first above
written.

UNITED VIRGINIA BANK

By Charles Caudill
Assistant Vice President

(CORPORATE SEAL)

ATTEST:

Robert H. May
Assistant Secretary

SEABOARD COAST LINE RAILROAD
COMPANY

By Leonard G. Anderson
Leonard G. Anderson
Vice President and Treasurer

(CORPORATE SEAL)

ATTEST:

J. F. Williams
Assistant Secretary

STATE OF VIRGINIA)
) ss
CITY OF RICHMOND)

On this 21st day of MARCH, 1974, before me personally appeared Charles L. McCord, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of United Virginia Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said banking association, that said instrument was signed and sealed on behalf of said banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said banking association.

Karen Louise Vann
Notary Public

(Notarial Seal)

Term Expires My Commission Expires July 4, 1974

STATE OF VIRGINIA)
) ss
CITY OF RICHMOND)

On this 15th day of MARCH, 1974, before me personally appeared Leonard G. Anderson, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of Seaboard Coast Line Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

J. H. Chapman
Notary Public

(Notarial Seal)

Term Expires